

# MEXICAN WORKERS



... FOR UNITED STATES  
A G R I C U L T U R E

**THE EMPLOYMENT OF MEXICAN NATIONALS** to supplement the domestic agricultural labor force is subject to Federal legislation, to the terms of an Agreement between the governments of United States and Mexico, and to provisions of a Work Contract, all of which safeguard the interests of United States agricultural employers and farm workers and of the workers who come from Mexico.



**T**HE MEXICAN WORKER PROGRAM is operated under a Federal law, an agreement between the United States and Mexico, and an individual work contract. The three instruments are for the purpose of protecting the interests of all those concerned—United States farm workers, United States agricultural employers, and the Mexican workers who supplement the domestic farm-labor force. Outlined are the methods and conditions under which an employer may:

*Request Mexican workers.*

*Contract them at reception centers.*

*Employ them on his farm.*

*Return them after their service is ended.*

The information in this pamphlet is designed to acquaint employers with the basic responsibilities that rest on all those who participate in the program.



**Prepared by**

**Farm Placement Service**

**UNITED STATES EMPLOYMENT SERVICE**



# MEXICAN WORKERS FOR UNITED STATES AGRICULTURE

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# THE MEXICAN MIGRANT PROGRAM

**The** availability of Mexican agricultural workers and their accessibility to large agricultural areas in the United States have for years given many of our farm employers a source of seasonal farm workers, if our own farm-labor supplies become inadequate. Agreements negotiated between the Governments of the United States and Mexico provided legal means for the recruitment and employment of Mexican nationals in our agriculture.

The Mexican migrant labor program is now based on Federal legislation—Public Law 78, 82d Congress, First Session—which places responsibility for all phases of the program, except those relating to public health and immigration policy, upon the United States Secretary of Labor. Following passage of the law, the Governments of the United States and of Mexico made a new agreement, which sets forth the methods for recruitment of Mexican nationals and the conditions under which they may be employed.

Though the United States Secretary of Labor has the final responsibility for operation of the Mexican migrant labor program, he has delegated a great deal of his authority to the Department's Bureau of Employment Security and its Farm Placement Service.

**In reading** this pamphlet it should be understood that:

“Public Law 78” refers to the Federal legislation on which the Mexican migrant labor program is based.

“Agreement” refers to the migrant labor agreement of 1951, as amended, between the United States and Mexico.

“Contract” refers to the work contract signed by every contracted Mexican worker and his employer.

“Mexican worker” refers only to a Mexican national who is contracted and employed under the above legal provisions.



## MEXICAN WORKERS ARE A RESERVE

It has been a long standing policy of the Federal Government that there shall be no admission of foreign workers into the United States for employment unless all practicable sources of domestic workers have been exhausted.

Arrangements for temporary admission of Mexican workers for United States agriculture are made only after a State's public employment service has recommended such action because qualified domestic farm workers are not available at the time and place they are needed. The Department of Labor reviews the employer request and the State's recommendation. With the Department's request to the U. S. Immigration and Naturalization Service to admit the requested number of Mexican workers goes a certification that employment of Mexican workers will not adversely affect the wages or working conditions of domestic farm workers who are similarly employed.



# THE FEDERAL LEGISLATION

Public Law 78 authorizes the Secretary of Labor to:

- Recruit workers within Mexico according to arrangements made between the United States and Mexico.
- Establish and operate reception centers in the United States at or near points where workers from Mexico enter the country.
- Provide transportation between points of recruitment in Mexico and United States reception centers, and return.
- Provide subsistence and emergency medical care for workers while en route between the above points, and living accommodations at reception centers.
- Assist Mexican workers and employers to enter into contracts.
- Guarantee the performance of employers in fulfilling terms of Contracts relating to wages and transportation.

No workers will be made available to an employer under provisions of the legislation unless he agrees to:

- Pay the United States for any loss which the Government suffers as a result of its guarantee that the employer shall fulfill his obligations under the Contract.
- Pay the United States a sum, not to exceed \$15 for each contracted worker, to cover their transportation from certain assembly points in Mexico to a United States reception center, and return, and subsistence while en route and at the reception center.

Also, the law provides that no workers shall be available for any employer who knowingly employs a Mexican not legally within the United States, or who could have ascertained such a worker's status by reasonable inquiry.



# INTERNATIONAL AGREEMENT

The Agreement negotiated between the United States and Mexico following enactment of Public Law 78 stipulates the conditions and methods for recruiting, contracting, and employing Mexican nationals.

## EFFECTIVE PERIOD

Public Law 78 and the Agreement are effective through December 31, 1953.

## WORKERS ARE RECRUITED AND ASSEMBLED IN MEXICO

Recruitment begins when the United States Secretary of Labor advises the Mexican Government of the estimated number of agricultural workers that will be required, 30 days in advance of the date when they are needed. They are recruited by the Mexican Government and assembled at designated points within Mexico.

The volume of workers recruited in the program makes it impractical to select individuals in response to employer requests.

## SCREENING BY THE UNITED STATES

The workers are examined at assembly points by the Public Health Service of Mexico, by the United States Department of Labor for suitability for agricultural employment, and by the U. S. Immigration and Naturalization Service for conformance with immigration laws.



# CONDITIONS FOR CONTRACTING

## AGREEMENT MAY NOT BE ALTERED

All employment of Mexican workers legally admitted to the United States for agricultural work is governed by terms of the Contract and of the Agreement, the provisions of which are a part of the contract. No changes can be made except with consent of the two Governments.

## WHO MAY CONTRACT MEXICAN WORKERS

Most employers of agricultural workers are eligible to contract Mexican nationals made available under Public Law 78, if the employment is within the general category of farm operations and any activities incidental to these operations. It also includes certain phases of the processing and of the transportation of agricultural products, as defined in the Agreement.

Associations or other groups of agricultural employers may contract workers on behalf of members.

Should there be a question in the mind of an employer about his eligibility, he should ask his local public employment office for clarification.

The Secretary of Labor may, in his discretion, withhold certification of Mexican workers for an employer who has been found to have employed, or to be presently employing Mexican nationals illegally; or if adequate housing, sanitary facilities, or drinking water are not provided.





## DISCRIMINATION

Mexican workers will not be assigned to work in localities where there is discrimination against Mexicans because of nationality or ancestry; and the employer may not practice social or economic discrimination against them.

Should the question of community discrimination arise, and the Secretary of Labor does not concur that there is sufficient evidence to support the charge, the Mexican consul may request a statement from the community's chief executive or law enforcement officer, pledging that there will be no discrimination against Mexicans; and that if discriminatory acts are reported, the officials will take such action as may be necessary to fulfill the pledge. If such a pledge is furnished, Mexican workers will be made available.

## DOMESTIC WORKERS CAN REPLACE MEXICANS

Mexican workers may not remain employed in any agricultural jobs for which domestic workers can be reasonably obtained. Whenever it is determined by the Secretary of Labor that domestic workers are available for jobs in which Mexicans are working under contract, employers will be notified that such contracts will be terminated in sufficient number to allow employment of the available domestic workers. The displaced Mexican workers will be transferred to other employment, if practicable; if such transfers cannot be made, the workers will be returned to reception centers at the employer's expense.

## DURATION OF CONTRACTS

No contract may be made for a period of less than 6 weeks, or for more than 6 months. If a worker is needed after his contract has expired, he may, with his consent, work for not more than 15 days without an extension, during which period the contract conditions remain in force.



## EXTENSIONS

A contract may be extended through arrangements initiated by the employer with his local employment office. Extensions must be for at least 6 weeks, unless the work is to be performed in the same general area, when the minimum is 15 days. The latter extensions require the consent of the worker, of the Secretary of Labor, and of the Mexican Consul.

## FURLOUGHS

Furloughs, not to exceed 15 days, may be arranged between an employer and a worker, provided that the Mexican Consul is notified of the arrangement within 5 days after the furlough is agreed upon. If the furloughs are to be within the last 15 days of a 6-week contract, or the last 30 days of a longer contract, they require the written approval of the Mexican Consul and of a representative of the U. S. Department of Labor. The employer shall not be responsible for expenses of such furloughs.

## TRANSPORTATION

The cost of transporting workers between a reception center and the place of employment is borne by the employer. Such costs include subsistence, lodging, and other necessary expenses while workers are en route.

All transportation of workers between reception centers and areas of employment must be by common carrier—first-class transportation is not required—or by other adequate means. If common carriers are not utilized, the vehicles used to transport workers must meet the same safety requirements as those for common carriers. Vehicles must not be overcrowded. Sufficient seats, firmly fixed, with protection from inclement weather, are required. Adequate insurance to protect workers in case of accidents en route must be provided.

Workers who are transported between a reception center and the place of employment in other than common carriers may not be required to travel more than 12 hours each day, which shall be, so far as practicable, between the hours of 6 a. m. and 8 p. m.



## OCCUPATIONAL INSURANCE

Mexican workers are covered by the same guarantees concerning medical care and compensation for personal injury and disease related to employment as may be provided for domestic workers by the laws of the States in which they are employed. If there are no such laws, the employer is required to obtain insurance or furnish an indemnity bond to provide the payment of benefits for loss of life or for injury in amounts at least equal to the schedule of benefits in the Work Contract, and for payment of medical and hospital expenses for injury or disease arising out of contracted employment. If a worker is unable to work because of injury or disease caused by contracted employment, and there are no applicable State laws regarding such a situation, the employer is obligated to furnish him with daily subsistence for a period not to exceed 6 weeks, except for any period in which he may be hospitalized.

## RETURN OF WORKERS

The employer is obligated to provide transportation and subsistence for contracted Mexican workers, or to pay such costs, for the return of such workers from the place of employment to a reception center, within 5 days after the end of the contract period. Subsistence, while workers await return transportation, is at the expense of the employer. If the worker abandons his job without reasonable cause, the employer is relieved of these responsibilities. If a worker abandons his job, and within 3 days reports to a Mexican Consul or to a reception center and investigation sustains the worker's reasons for abandonment, the employer is liable for transportation and subsistence. If the worker does not give his employer reasonable opportunity to provide transportation at the end of the contract period, the employer is not required to pay transportation or subsistence costs.



## WORK GUARANTEE

Each contracted Mexican worker is guaranteed the opportunity for employment for at least three-fourths of the work days of the total period covered in his contract.

If the employer provides less employment than is called for by this provision, the Mexican worker must be paid the amount he would have earned in the guaranteed number of days.

## WORK DAY

A work day is defined as 8 hours in each calendar day, except Sundays, New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. A worker may be employed on Sundays, or for longer than 8 hours in one day, if he consents.

## WAGES

Mexican workers must be paid the prevailing wage rate received by domestic workers in the area for the kind of work they are performing, or at the contract rate, whichever is higher. If a crop is such that a worker cannot earn enough to cover normal living needs, and investigation supports that fact, his contract may be terminated, and he may be transferred to other employment; or he may be returned to a reception center at the employer's expense.

## PAY PERIODS

No pay period may be less frequent than biweekly, and the sum paid shall include any subsistence payments for the period. The employer shall furnish, each time the worker is paid, information in Spanish and in English regarding total earnings for the period, the pay rate, the hours worked, days on which subsistence was paid, and an itemization of all deductions.





## 48-HOUR GUARANTEE

Where the prevailing practice is to pay workers on a piece-rate basis, the Mexican worker must be paid, during his first 48 hours of employment, at a rate computed on the basis of \$2 for 8 hours of work, or his earnings on the applicable piece-rate basis, whichever is greater. If he is offered no more than 4 hours of work in a day, he is to receive a day's subsistence in addition to the wages he earns. In no event may he receive less during this period than the rate of subsistence specified in his contract. After the first 48 hours of employment he is to be paid on a straight piece-rate basis.

## EMPLOYER RECORDS

Each employer is required to keep accurate employment records for every Mexican worker in his employ. The records must include the number of hours worked each day, the pay rate, the amounts paid for subsistence, and such additional data as the Secretary of Labor may require. They are to be made available for inspection by appropriate officials at reasonable times.



## SUBSISTENCE

Each contract contains a rate of subsistence. If the employer maintains restaurant facilities, Mexican workers are to receive meals there on the same basis as domestic workers. The charge for three meals each day must be at actual cost to the employer, but may not exceed \$1.75 per day. The Mexican worker must choose, within 1 week after arrival, between obtaining meals at his employer's eating facility, if one is maintained, or preparing his own meals. If the worker chooses to prepare his own meals, the employer must furnish cooking and eating utensils, cooking facilities, and fuel ready for use. On those work days when a worker is not given the opportunity to work for more than 4 hours, he is to receive, in addition to the wages earned for his time, a full day's subsistence at the employer's expense.

## WORKERS FREE TO PURCHASE ANYWHERE

Mexican workers are free to purchase articles for personal use in places of their own choice and are to be given opportunity once each week to visit those places. If such places are not within walking distance, and public transportation is not available, the employer is required to make arrangements for transportation.

## LODGING

Hygienic lodgings must be available to Mexican workers on their arrival. They must be suitable to the climate, and not inferior to similar installations for domestic workers in the area. Overcrowding is to be avoided. Furnishings must include blankets when necessary, beds or cots, and mattresses when necessary. Willful failure of employers to meet acceptable standards for housing and living accommodations constitutes a serious violation of the contract.

## WATER SUPPLY

The employer is required to furnish a water supply that is safe for drinking and in sufficient amount for all general purposes, within a reasonable distance from lodgings and places of employment.



## WORKER SPOKESMEN

Mexican workers have the right to elect representatives to act as spokesmen in maintaining the terms of the contract. It is the obligation of employers to recognize such representatives.

## PROTECTION FROM IMMORAL AND ILLEGAL INFLUENCES

The employer is required to take reasonable steps to keep persons engaged in illegal or immoral activities away from places where Mexican workers are employed.

## ENFORCEMENT

Procedures are established in the Agreement for enforcing compliance with the terms of the Agreement and of the Contract, for handling complaints of violations by an employer or by a worker, and for appealing the results of investigations and of subsequent determinations.

## GOVERNMENT INSPECTION OF PREMISES

The employer is required to give access to those places where Mexican workers are lodged and employed to representatives of the U. S. Department of Labor and of the U. S. Immigration and Naturalization Service and to appropriate Mexican Consuls, when necessary to carry out their official duties. Refusal to give such access constitutes a violation of the contract.

## EARLY TERMINATION OF CONTRACTS

An employer and a Mexican worker may terminate their contract by mutual agreement, with the approval of the Mexican Consul and an appropriate representative of the Secretary of Labor.

## TERMINATION BEYOND EMPLOYER'S CONTROL

If the services of a Mexican worker are no longer required before his contract expires, because of adverse weather or for other reasons beyond the employer's control, the employer may take steps to terminate the contract by notifying the worker and the representative of the Public Employment Service in the area, in writing, of his intention. If investigation sustains the employer's position, the contract may be terminated, and the worker may be transferred to other employment or be returned to a reception center at the employer's expense.

## NOTIFICATION OF DEATH, ILLNESS, ACCIDENT

It is the responsibility of the employer to give prompt notification of death of a Mexican worker to the representative of the Employment Service, to the U. S. Immigration and Naturalization Service, and to the appropriate Mexican Consul. The Employment Service and the Mexican Consul must also be notified in cases of serious accident or illness.

## NOTIFICATION OF ABANDONMENT

If a contracted Mexican worker abandons his work, the employer must notify promptly the U. S. Department of Labor, the U. S. Immigration and Naturalization Service, and the Mexican Consul.

## WORKER RESPONSIBILITY

It is the responsibility of the Mexican worker to perform the work required of him with application, care, and diligence, under the direction and supervision of the employer. He must not accept employment with anyone other than the contracting employer.

# ACTION BEGINS IN LOCAL PUBLIC EMPLOYMENT OFFICE

An employer or employer group interested in contracting Mexican workers can do so only through the appropriate local public employment office.

## LOCAL SOURCES ARE EXAMINED FIRST

Every order for workers received by a local office in the public employment service is an order for domestic workers. Consequently, an employer who anticipates a serious shortage of seasonal labor within his area should place his order far enough in advance of his actual time of need to allow his local office to

1. Examine local sources of labor. If these are unproductive, then,
2. Extend the order to nearby places. If workers are still unavailable, then,
3. Send the order to its State headquarters, with the suggestion or recommendation that, if no further sources of domestic workers are known, the U. S. Department of Labor be requested to take action to fill the order with Mexican workers.

## REQUEST FOR MEXICAN WORKERS

If the State office has no further resources for domestic workers, the order is sent to the U. S. Department of Labor, with the notation that Mexican workers will be acceptable.





# CERTIFICATION OF SHORTAGE

The Secretary of Labor, after reviewing the order, may then certify to the shortage of domestic farm labor in the area to the U. S. Immigration and Naturalization Service, and action can be started to obtain the required number of Mexican workers for contracting at an appropriate reception center in the United States.

The employer will receive a copy of the certified order from his local office, which he must retain for presentation at the reception center.

## HOUSING AND OTHER FACILITIES

Each employer who requests Mexican workers is required to furnish a statement, as a part of his request, showing the housing and other facilities available for them. In those cases where there is central housing, or where camps are maintained, and they are inspected under State law, a license issued by the State is considered evidence of adequate housing.

## EMPLOYER MUST REIMBURSE U. S. TREASURY

Each employer who is notified that his request for Mexican workers has been approved must send to the reception center where the contracting will be performed, a check, payable to the Treasurer of the United States, in an amount not to exceed \$15 for each worker who is requested. Workers will not be ordered for an employer until the check is received. The employer will be notified by the reception center of the date when Mexican workers will be available for contracting.



## TIME OF WORKER ARRIVAL IN THE UNITED STATES

The period between receipt of the employer's check reimbursing the U. S. Treasury for expenses in recruitment and transportation of Mexican workers, and the date when the workers will be available for contracting at a reception center is generally 1 week. Employers should be careful to schedule contracting to the time of need, as they are responsible for subsistence during periods in which work is not offered.

Employers should plan to arrive at the reception center on the day before contracting is to be done.

## FREE SELECTION

Each worker is free to accept or decline employment with any employer, and to choose the type of agricultural work he desires. An employer is free to offer agricultural employment to any worker not under contract to another employer.

## EMPLOYER MUST PRESENT DOCUMENTS

When an employer appears at the reception center, ready for contracting, the following documents are required:

1. His certified copy of the order from the Secretary of Labor.
2. Power of Attorney in triplicate, if contracting is to be done by an employer's representative.
3. Policy and receipt for payment of insurance on workers against occupational accidents and illness, for period of certification.
4. Evidence of State safety inspection of employer's vehicle, if a common carrier is not utilized for transport of workers to the place of employment; or a statement from a responsible garage that the vehicle is in good condition.
5. A map of the routing, if private transportation is to be used.

6. Policy and receipt for personal liability insurance, if private transportation is used.
7. An agreement—Form ES-342, obtainable from the State Employment Service—in which the employer agrees (a) to protect the United States against loss by reason of his failure to fulfill his obligations under the contract and (b) to reimburse the United States Treasury in an amount not to exceed \$15 for each worker, for expenses of recruiting and transporting workers.

When contracting is done by a representative of an association or other group, the representative must have, in addition to Form ES-342, another form—ES-342A—in which the members of the association or group subscribe individually to the terms of Form ES-342.

**THIS PAMPHLET IS ISSUED FOR GENERAL INFORMATION. IT DOES NOT HAVE THE EFFECT OF LAW, REGULATION, OR RULING**



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**FARM PLACEMENT SERVICE**  
United States Employment Service  
and affiliated State Agencies



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